

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PERFORMANCE BASED SERVICES CONTRACT

This is a Request for Proposal (RFP) for a Performance Based Services Contract. The Contractor shall provide the services required in SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT at the prices proposed in this Section B.

B.2 TYPE OF CONTRACT

The Government contemplates award of a firm fixed price contract resulting from this RFP.

B.3 SCHEDULE OF PRICES

The offeror is required to propose (type in) prices for each Contract Line Item Number (CLIN) for each year contained in the schedule of prices on the following page.

SCHEDULE OF PRICES

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Operation of USPTO'S Mail Center Facilities	1	EA	\$	\$
	OPTION 1				
0002	Operation of USPTO'S Mail Center Facilities	1	EA	\$	\$
	OPTION 2				
0003	Operation of USPTO'S Mail Center Facilities	1	EA	\$	\$
	OPTION 3				
0004	Operation of USPTO'S Mail Center Facilities	1	EA	\$	\$
	OPTION 4				
0005	Operation of USPTO'S Mail Center Facilities	1	EA	\$	\$
Total Price	(Items 0001 through 0005)				\$

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

In accordance with the attached Performance Based Services Contract Statement of Objectives (SOO) (see Attachment “1” to this RFP) the Contractor shall provide the necessary personnel and equipment (except for the Government Furnished Property (GFP) attached to the SOO) to operate the United States Patent and Trademark Office’s (USPTO) Mail Center Facilities in Crystal City, Virginia and USPTO’s new Carlyle Campus in Alexandria, Virginia. The Government shall furnish the Contractor all office supplies and materials required to operate USPTO’s Mail Center Facilities to include such items as mail carts/hampers, mailing equipment supplies, etc. This contract will provide for the receipt, sorting and distribution of incoming, outgoing and interoffice mail, including patent application files, at the highest level of quality and in a timely manner.

As stated in the attached SOO, beginning in December 2003, the USPTO will begin moving from its present location of 18 buildings in Crystal City, VA to a centralized seven building facility in Alexandria, VA, referred to as the Carlyle campus.

C.2 PERFORMANCE WORK STATEMENT

As required under Section L.4 of this RFP, each offeror is required to prepare and submit a Performance Work Statement (PWS) that will provide for the accomplishment of the objectives stated in the SOO attached to this RFP. The proposed PWS of the successful offeror will be incorporated into this Section C of the resulting contract award for performance by the successful offeror.

C.3 GOVERNMENT FURNISHED SPACE

The Government will provide the following spaces to the Contractor from which to conduct operations:

USPTO’s Crystal City, VA Location

U.S. Patent and Trademark Office Mail Center
2011 South Clark Place
Crystal Plaza 2-1A03 (approximately 2,725 square feet)
Crystal City, VA 22202

(This site includes a security cage located on the G1 level, directly below the Mail Center. It provides a secure location for mail awaiting pick up by the U.S. Postal Service.

USPTO's Alexandria, VA Location

U.S. Patent and Trademark Office Mail Center
401 Dulaney St.
Randolph Bldg. (approximately 4,300 square feet)
Alexandria, VA 22313

C.4 REQUIREMENTS**C.4(a) ADDITIONAL REQUIREMENTS**

General: The PTO requires a Contractor who will provide technical advice and assistance to PTO offices and employees to resolve operational problems, reduce mailing costs, improve PTO mail delivery/pick-up services and implement new PTO mailing programs.

C.4(b) MAIL VEHICLE

The Contractor shall furnish the needed vehicles and operators to perform the required vehicular mail runs. The vehicles will be used to (1) transport all mail to those buildings located within the Crystal City complex that cannot be easily accessed by a mail clerk on foot and (2) transport all mail between USPTO's Crystal City, VA mail center facility and USPTO's Alexandria, VA mail center facility. All mail transported must be placed in a mail-type hamper/tub to ensure physical protection. The Contractor shall be responsible for all fuel, maintenance and insurance costs for the vehicles. The Contractor shall ensure that the required vehicles are operational at all times during this contract. If the needed vehicles become unoperational, it will be the Contractor's responsibility to furnish the needed substitute vehicles. Parking for the vehicles will be provided by the Government.

C.4.(c) REPORTS/MEETINGS

As required under Section L.5 of this RFP, each offeror is required to prepare and submit a Quality Assurance Surveillance Plan (QASP) that will ensure that the USPTO's Mail Center Facilities are operated in an efficient and high quality manner. The proposed QASP of the successful offeror will be incorporated into the resulting contract award for performance by the successful offeror. In the offeror's QASP, the offeror must propose and describe the type and frequency of reports to be submitted to and meetings to be held with USPTO.

C.4.(d) APPLICABLE LAWS, REGULATIONS, MANUALS AND FORMS

The Contractor shall follow and use all applicable USPS laws, regulations, manuals and forms associated with mail service to accomplish the requirements in this Section C. In addition, the contractor shall also adhere to all Government regulations concerning fire prevention, safety, alcohol and drug abuse, and environmental protection.

C.4.(e) PERSONNEL

Contractor Personnel - Attire: While on duty, all Contractor staff shall be dressed in uniforms that identify them as being members of the PTO Mail Center staff. The design of these uniforms is to be approved in advance by the COTR. Uniforms are to be provided by the Contractor.

Identification: Contractor personnel shall have, on their person, a visible Contractor identification badge provided by USPTO. This identification badge shall be worn at all times while working on site.

Parking: The Contractor's employees will be responsible for their own parking within USPTO's Crystal City and Alexandria complexes. USPTO will not reimburse Contractor or Contractor employees for parking expenses.

C.4.(f) QUALITY CONTROL

The Office of Administrative Services has, as a part of its mission, the responsibility of achieving and maintaining the highest levels of quality and customer satisfaction. The successful offeror will become a partner with the Government and work with the USPTO to provide a Mail Center that is equal to the "Best in the Business."

As required under Section L.4 of this RFP, each offeror is required to prepare and submit a Quality Assurance Surveillance Plan (QASP) that will ensure that the USPTO's Mail Center Facilities are operated in an efficient and high quality manner. The proposed QASP of the successful offeror will be incorporated into the resulting contract award for performance by the successful offeror. The QASP may be modified during the contract life as deemed necessary.

SECTION D - PACKAGING AND MARKING

Any deliverable/report required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the Contract Number. Deliverables, reports and manuals may also be requested to be submitted electronically.

SECTION E - INSPECTION AND ACCEPTANCE**E. 1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

52.246-04	Inspection of Services – Fixed Price	AUG 1996
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E.2 QUALITY ASSURANCE SURVEILLANCE PLAN

The proposed QASP of the successful offeror will be incorporated into the resulting contract award for performance by the successful offeror. The QASP may be modified during the contract life as deemed necessary. See Section L.4 for proposal requirement.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

CONTRACT PERIOD	PERIOD OF PERFORMANCE
Base Period	Effective date of contract through September 30, 2004
Option Period 1	October 1, 2004 through September 30, 2005
Option Period 2	October 1, 2005 through September 30, 2006
Option Period 3	October 1, 2006 through September 30, 2007
Option Period 4	October 1, 2007 through September 30, 2008

F.3 REPORTS/MEETINGS

The proposed QASP of the successful offeror will be incorporated into the resulting contract award for performance by the successful offeror. In the offeror's QASP, the offeror must propose and describe the type and frequency of reports to be submitted to and meetings to be held with USPTO.

F.4 DELIVERY LOCATION

Shipment of any deliverable items, other than reports, shall be in accordance with instructions provided by the COTR.

F.5 REPORTS

- (a) Delivery of reports, unless otherwise specified, shall be made to the following address:

(to be designated at contract award)
 Office of Administrative Services
 2011 Crystal Drive - Rm. 617
 Arlington, VA 22202

- (b) Unless otherwise specified, all documents/reports prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document/report:

- (1) name and business address of the Contractor,
- (2) contract number
- (3) name, position, and location of the Contracting Officer's Technical Representative, and
- (4) date of report and time period covered.

F.6 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The Contractor shall comply with the aforementioned Government holidays. Therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the USPTO and the Contractor. The following individuals will be the USPTO points of contact during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

NAME: (to be designated at contract award)
 ADDRESS: U.S. Patent and Trademark Office
 (to be designated at contract award)
 PHONE NO: (to be designated at contract award)

The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(b) The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 POINT OF CONTACT FOR CONTRACT ADMINISTRATION

The prospective Contractor shall designate the person whom the Government may contact during the period of performance of the contract for prompt attention on matters pertaining to the administration of the contract.

NAME: _____ TITLE: _____
 ADDRESS: _____
 _____ CITY: _____
 _____ STATE: _____ ZIP CODE: _____ TELEPHONE
 NUMBER: _____ FAX NUMBER: _____ INTERNET
 ADDRESS: _____

G.5 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the Government Property specified in Exhibit "A" to the SOO attached to this RFP for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Furnished Property Clause" of the contract, FAR 52.245-2 (June 2003).

G.6 INVOICING AND PAYMENT INSTRUCTIONS

(a) The Contractor shall only invoice for services rendered and deliverables furnished. For services performed for the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

(b) To constitute a proper invoice, each invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number;
- (3) Description, price, and quantity of each CLIN;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

(c) If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

G.7 INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis for services completed during the previous month.

G.8 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

**U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450**

(b) If requested, a form will be provided to the successful offeror for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

G.9 GOVERNMENT-FURNISHED SUPPLIES

The Government shall furnish the Contractor all office supplies and materials required to perform the work functions stated in Section C to include such items as mail carts/hampers, mailing equipment supplies, etc. Requests must be made to the COTR in a timely manner.

G.10 GOVERNMENT PROPERTY--FACILITIES USE

In the performance of this contract, the Contractor is authorized to use on a no-charge, non-interference basis, the Government-owned facilities that will be located as listed below. The Government reserves the right to have access to all Government furnished space throughout the duration of this contract. The facilities shall be used and maintained in accordance with the provisions of the "Government Property (Facilities Use)" clause.

USPTO's Crystal City, VA Location

U.S. Patent and Trademark Office Mail Center
2011 South Clark Place
Crystal Plaza 2-1A03 (approximately 2,725 square feet)
Crystal City, VA 22202

(This site includes a security cage located on the G1 level, directly below the Mail Center. It provides a secure location for mail awaiting pick up by the U.S. Postal Service.

USPTO's Alexandria, VA Location

U.S. Patent and Trademark Office Mail Center
401 Dulaney St.
Randolph Bldg. (approximately 4,300 square feet)
Alexandria, VA 22313

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.2 OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE CONTRACT

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30-days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30-days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

H.3 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) **General Liability.**
 - (1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 - (2) Property Damage liability insurance shall be required in the amount of \$300,000.
- (c) **Vehicle Liability.** The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all Vehicle used in connection with performing the contract. Policies covering Vehicle operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) **Aircraft Public and Passenger Liability.** When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.4 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the following key personnel:

Project Manager

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.

The contract will be modified to reflect any approved changes of key personnel.

H.5 RESTRICTIONS AGAINST DISCLOSURE

- (a) The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees that he will not disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.
- (c) All personnel employed on this contract shall be subject to a suitability investigation. At the time of contract initiation or employment (whichever comes first), each individual shall within 3 workdays, complete and return to the COTR such forms as requested by the Government. Adverse information discovered as a result of such an investigation may result in recommendation for the employee's termination of employment from this contract.

H.7 SECTION 8(a) DIRECT AWARD

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Commerce. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration
Washington Metropolitan Area District Office
1110 Vermont Avenue N.W., 9th Floor
Washington, DC 20043-4500

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the

contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that-

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

H.8 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, it is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.9 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.10 52.217-08 OPTION TO EXTEND SERVICES (November 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

H.11 PERSONNEL SECURITY

- (a) During the course of performing the duties and responsibilities under this contract, contractor personnel will have ready access to a wide variety of sensitive data and information in both electronic and non-electronic form. This includes ready access to Privacy Act protected pre-issue patent application information, serial numbers of unexamined applications, PALM data, as well as a variety of examiner office actions and related correspondence. In addition, free access and mobility within PTO office space during normal working hours is an inherent requirement, and only limited direct supervision as well as access controls are expected to be imposed during the performance of these support services.
- (b) With this in mind, significant potential clearly exists for sensitive data and information to be inappropriately disclosed, modified, destroyed, created, and/or otherwise be made available for use. Mistakes, errors in judgment, or intentional acts of misconduct by the contractor also have the potential for causing moderate to serious loss or harm to agency mission, programs, day-to-day operations, business functions, and/or delivery of client services (including the potential damage sustained from successful legal actions taken against the PTO for unauthorized disclosure of pre-issue application information). Mistakes, errors in judgment, or intentional acts of misconduct by the contractor also present the opportunity for significant personal gain on the part of both the contractor as well as the assigned contractor personnel (including the potential or inappropriate disclosure of the above referenced sensitive data and information for profit).
- (c) In consideration of the preceding, the level of suitability clearance required for this contract appears to be at the "Low Risk" level.
- (d) Therefore, the Contractor shall comply with all governing PTO security directives and policies set forth in this contract. The Contractor shall be responsible for ensuring that the entire contract staff are properly investigated and cleared by the USPTO's Office of Security. All contractor personnel must be cleared within 60 days of their start date.
- (e) Prior to contractor employees receiving the investigative packages to complete, the PTO Security Specialist will first meet and work, in conjunction with the Project Manager and the COTR, to explain the process for the completion of the investigative forms.
- (f) Once the investigative packages have been completed by the contractor employees, it is the responsibility of the Contractor and the COTR to ensure all forms submitted have been reviewed and properly checked for completeness prior to submission. After the forms have been screened, they shall be forwarded to the PTO Security Office, via the COTR, for processing.

H.12 PREFERENCE FOR HIRING OF INCUMBENT PERSONNEL “RIGHT OF FIRST REFUSAL”

The Contractor shall give incumbent Contractor's employees displaced, as a result of a conversion to contract, the right of first refusal for employment on the contract in positions for which they are qualified and for which the Contractor is hiring.

H.13 CONTRACTOR EMPLOYEE IDENTIFICATION

The Contractor's personnel must be readily recognizable as such while in the PTO facilities. The Contractor shall provide the COTR with a list of employees authorized to work at the PTO facilities. The PTO will provide the Contractor's personnel with PTO identification badges. It is mandatory for the Contractor's personnel to wear the PTO identification badge at all times while in PTO facilities. All PTO identification badges must be returned to the COTR or designee upon separation of an employee or upon completion of the contract.

SECTION I - CONTRACT CLAUSES**I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

NUMBER	TITLE	DATE
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Apr 1991
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Oct 2003
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-01	Instructions To Offerors-Competitive Acquisition	Oct 1997
52.215-02	Audit and Records--Negotiation	Jun 1999
52.215-08	Order of Precedence -- Uniform Contract Format	Oct 1997

NUMBER	TITLE	DATE
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	Oct 2000
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	June 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-22	Previous Contracts and Compliance Reports	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Records on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Dec 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	Dec 2001
52.222-41	Service Contract Act of 1965, as Amended	May 1989
52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989
52.222-43	Fair Labor Standards Act and Service Contract Act	May 1989
	--Price Adjustment (Multiple Year and Option contracts)	
52.223-06	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-13	Certification of Toxic Chemical Release Reporting	Aug 2003
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.225-13	Restrictions on Certain Foreign Purchases (Deviation)	June 2003
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug. 1996
52.227-14	Rights in Data-General	Jun 1987
52.228-05	Insurance - Work on a Government Installation	Jan 1997

NUMBER	TITLE	DATE
52.229-03	Federal, State, and Local Taxes	Apr 2003
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	Oct 2003
52.233-01	Disputes	Jul 2002
52.233-03	Protest After Award	Aug 1996
52.237-03	Continuity of Services	Jan 1991
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes - Fixed-Price (Alternate I)	Apr 1984
52.245-01	Property Records	Apr 1984
52.245-02	Government Property (Fixed-Price Contracts)	June 2003
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.252-06	Authorized Deviations in Clauses	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991

I.2 CLAUSES INCORPORATED IN FULL TEXT

52.219-18 -- Notification of Competition Limited to Eligible 8(a) Concerns (June 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The successful offeror under the competition will notify the USPTO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)**

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be-

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts-

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may-

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors

by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract.

An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action --

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of --

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this

section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or

analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes --

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.244-06 Subcontracts for Commercial Items (Apr 2003)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY RESULTANT CONTRACT

Attachment "1" - Statement of Objectives with Exhibits "A" through "E".

Attachment "2" - Past Performance Reference Worksheet

Attachment "3" - Past Performance Questionnaire

Attachment "4" - Key Personnel Resume Worksheet

Attachment "5" - Wage Determination No. 1994-2103 Revision No. 30, dated June 3, 2003 issued by the United States Department of Labor.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**(a) Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the

Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.
- (2) The small business size standard is \$30 million dollars.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is () is, () is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -
 - (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;
and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause-

"Priority chemical" means a chemical identified by the interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category in listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA
- (3) The list of Material Safety Data Sheets required by Section 311 of EPCRA
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Section 502 and 503 of Executive Order 13148.

K.11 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01	Instructions to Offerors – Competitive Acquisition	May 2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	February 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

L.2 52.233-2 SERVICE OF PROTESTS (DEVIATION FAR 52.233-2) (AUG 1996)

- A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. DEPT. OF COMMERCE, USPTO
OFFICE OF PROCUREMENT
BOX 6
WASHINGTON, DC 20231
ATTN: Chris Hannah

- B. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 AGENCY-LEVEL PROTEST PROCEDURES

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

1. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department.

Protests shall be addressed to:

Jo-Anne Barnard

Chief Financial Officer and Chief Administrative Officer

U.S. Patent & Trademark Office

P.O. Box 1450

Arlington, VA 22313-1450

FAX No. 703-305-0995

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel
U.S. Patent & Trademark Office
Box OGC
Washington, D.C. 20231
(FAX Number 703-305-5907)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When

an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management. Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract, (2) re -compete the requirement, (3) issue a new solicitation, (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

L. 4 PROPOSAL REQUIREMENTS

Offerors are required to submit an original and three (3) copies each of Volume 1, Technical Proposal, and Volume 2, Price Proposal.

The Volume 1 Technical Proposal shall address the following factors:

- (1) EXPERIENCE
- (2) PAST PERFORMANCE
- (3) MANAGEMENT PLAN/STAFFING PLAN
- (4) TECHNICAL UNDERSTANDING AND APPROACH
 - (a) Technical Approach
 - (b) Performance Work Statement
 - (c) Quality Assurance Plan
- (5) TEAMING WITH A JAVITS-WAGNER-ODAY (JWOD) ACT ELIGIBLE NON-PROFIT AGENCY

The Volume 2 Price Proposal shall contain the following items:

- (1) Price Proposal (Firm Fixed Price)
- (2) A completed Section K (Certifications and Representations)

A. Technical Proposal

The Technical Proposal shall not exceed a total of thirty (30) pages in length and shall address the following factors and subfactors as described below:

Factor 1: EXPERIENCE

The offeror shall demonstrate specific knowledge of the services required by the RFP's SOO (see Attachment "1" to this RFP) through relating previous support provided for similar services. Where prior experience is not directly applicable, the offeror shall show the relationship of prior experience to the services required by the RFP's SOO. Each contractor's experience will be evaluated based on the contractor's ability to demonstrate each of the following elements:

1. Ability to handle mail contracts of similar size-at least 10 million pieces of mail per year.
2. Ability to serve multiple buildings.
3. Ability to schedule and operate vehicles appropriate for mail service to multiple locations.
4. Ability to manage contracts with emphasis on incoming certified and registered mail-at least 27,000 pieces per year.

Factor 2: PAST PERFORMANCE

The USPTO will utilize past performance information submitted by each offeror in response to the solicitation. Each offeror will complete a Past Performance Reference Worksheet (see Attachment “2” to this RFP) and have the cognizant contract reference complete a Past Performance Questionnaire (see Attachment “3” to this RFP) for each contract provided as a past performance reference under its proposal. Each prime contractor and any proposed teaming partner(s) shall provide three (3) Government and/or commercial past performance contract references. These contract references must be currently in process or completed within the past three years. The offeror submitted Past Performance References will be evaluated for quality of performance. Both independent data and data provided by offerors in their proposals may be used to evaluate past performance. If an offeror has no relevant past performance history and is unable to provide relevant past performance references, the offeror shall so certify in its proposal. In this case, the offeror will receive a neutral rating for Past Performance. The offeror’s past performance references should have contact information naming those person(s) most responsible for the day-to-day contract operation and administration. The USPTO reserves the right to determine which past performance information submitted by the Offeror is relevant to the requirements and to utilize only those references. Any information found to be unreliable may result in a negative rating to the offeror. False information provided concerning an offeror will result in the USPTO not considering an offeror for award of any resulting contract.

Factor 3: MANAGEMENT PLAN/STAFFING PLAN

Organization and staffing is the functional organization and staffing from corporate level to field level proposed to provide the services required.

The offeror will provide a brief description of its organization and capability. The offeror will provide an organization chart that shows the skill types, skill levels, labor category of employee and number of personnel for the organizational unit responsible for performing the work. The chart shall be supported by a narrative which details functions for the applicable organizational unit responsible for performance of the work.

The offeror shall identify each key individual it plans to use in performing the requirement and describe the role each will play. The offeror shall complete the Key Personnel Resume Worksheet for the Project Manager proposed for this requirement (see Attachment “4” to this RFP).

Offerors shall identify any proposed teaming partners/subcontractors/consultant arrangements and provide information similar to the foregoing on each entity. Also, specifically identify the work to be completed by each entity.

The offeror shall demonstrate an understanding of the staff required to successfully and efficiently perform the requirement, and a plan for personnel recruitment and retention.

Factor 4: TECHNICAL UNDERSTANDING AND APPROACH

Technical understanding and approach is a detailed explanation of how the USPTO's SOO will be achieved. This factors consists of the following subfactors:

A. Technical Approach - The offeror is required to demonstrate an understanding of the scope and complexity of the work required by the SOO by describing, in sufficient detail, the approach for each mail processing task and plans to optimize (1) timeliness, (2) effectiveness and (3) mail service cost savings and any new or innovative approaches being utilized.

B. Performance Work Statement - The offeror is required to prepare a detailed and thorough Performance Work Statement (PWS) that will accomplish the objectives contained in USPTO's SOO. The offeror's PWS will be measured by its quality and thoroughness and its ability to accomplish USPTO's SOO. The contractor proposed Performance Work Statement will become part of Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, of the resulting contract award.

C. Quality Assurance Plan

The offeror must prepare and submit a comprehensive Quality Assurance Plan for the operation of USPTO's Mail Center. Under this subfactor, the offeror must also demonstrate the use of a Quality Assurance Plan in a mail services contract similar in size and scope to this requirement and must demonstrate a commitment to customer outreach involving internal customers in the quality process. The Quality Assurance plan must address, but is not limited to, the following items:

(1) Performance standards for customer service and mail production against which the offeror's performance will be measured. The offeror must establish and define the following three levels of performance standards:

(a) Acceptable level

(b) Good level

(c) Superior level

Under the Acceptable level, offerors must propose a dollar amount to be deducted from their monthly invoice for performance below this level until this level is achieved. In addition, the successful offeror will receive an Outstanding Past Performance Rating at year end for meeting the Superior performance standards stated in the Quality Assurance Surveillance Plan (QASP) incorporated into the resulting contract.

(2) Performance metrics that will measure the offerors actual level of performance against the offeror's proposed performance standards. The offeror must establish and define these performance metrics. The offeror must also establish and define the procedures that will be implemented to calculate the performance metrics.

(3) How the offeror will reward employee superior performance at the task level as well as resolve employee unsatisfactory performance at the task level.

(4) Mail service procedures and reporting methods.

(5) Mail service staff training and education.

(6) The monitoring of mail service cost savings and mail delivery.

Factor 5: TEAMING WITH A JAVITS-WAGNER-ODAY (JWOD) ACT ELIGIBLE NON-PROFIT AGENCY

The USPTO feels that a portion of the services required for the operation of the USPTO Mail Center can be performed by individuals who are disabled. Under this factor, the offeror is encouraged to team with a JWOD Act eligible non-profit agency as defined in Chapter 51 of Title 41 of the C.F.R. In addition, if the offeror teams with a JWOD Act eligible non-profit agency with experience working with the USPTO, then the offeror will achieve a higher rating for this factor. The offeror shall also provide the detail of its proposed JWOD teaming partner required under Factor 3 above, MANAGEMENT PLAN/STAFFING PLAN.

B. Price Proposal

The Price Proposal shall contain the following items addressed as follows:

(1) Firm Fixed Price, Price Proposal addressing the Contract Line Item Numbers (CLIN's) under Section B of this RFP. The Price Proposal should show visibility into the offeror proposed unburdened direct labor rates and direct labor hours for each labor category shown in the Management/Staffing Plan in the Technical Proposal. The Price Proposal should also show visibility into all of the proposed indirect rates (i.e. overhead, G&A, cost of money and profit) and any proposed other direct costs. The USPTO will examine the following elements in evaluating the offeror's Price Proposal:

A. Whether the proposed costs are realistic when compared to the technical approach.

B. Whether the proposed costs are fair and reasonable to the Government. The USPTO will compare the offeror's total proposed price to the total price of the independent government estimate calculated for the requirement to help determine price reasonableness.

The offerors shall demonstrate how their cost approach will provide the best overall value to the USPTO. Offerors shall provide a cost estimate for base year and each option year to meet the requirements of the SOO. Offerors must fully and adequately explain their cost proposal and chosen cost solutions. The Government will evaluate offers for award by adding the total price for all option years to the total price for the basic year. Evaluation of options will not obligate the Government to exercise the option(s).

The proposed compensation structure should indicate the offeror's capability to recruit and retain suitably qualified personnel in order to meet mission objectives. Wage Determination No.: 94-2103, Revision No. 30, dated June 3, 2003 is applicable to many of the labor categories that may be proposed under this requirement.

If the offeror is using Defense Contract Audit Agency (DCAA) negotiated direct and indirect rates in its price proposal, it shall indicate this and provide the name and telephone number of the cognizant DCAA point of contact that can provide verification. In the absence of DCAA negotiated direct and indirect rates, the offeror shall provide the following information:

Year-end actual direct labor and indirect rates for the company's most recently completed fiscal year. Along with these rates, the offeror shall provide the following information:

1. Period of offeror's fiscal year (i.e. January 1 through December 31 or October 1 through September 30)
2. Whether or not the offeror's year-end actual direct labor and indirect rates were audited. If audited, attach a copy of the audit and provide name of agency/company, point of contact name and telephone number that performed the audit.
3. Whether or not the offeror's year-end actual direct labor and indirect rates are in compliance with the Cost Accounting Standards in part 30 of the Federal Acquisition Regulation (FAR).

The offeror shall certify that the direct labor and indirect rates in its proposal are at least as low as direct labor and indirect rates that are afforded to its best customers.

If the offeror is proposing a Project Manager or Supervisor that is not currently employed by the offeror, then the offeror must provide a letter of commitment for future employment signed by the prospective Project clearly stating the agreed to hourly rates showing the visibility into the direct and indirect rates as described above.

(2) Certifications and Representations.

The Certifications and Representations provided in Section K of this solicitation shall be completed, signed and provided with each offeror's proposal.

L.5 SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and three (3) copies) on white, untextured paper;
- one copy on a 3.5", high-density diskette or CD formatted for Microsoft Office 97 (or newer) and formatted for 8 1/2" by 11 " single-spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the font shall be Times New Roman 12 pt; and,

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. DOC-52-PAPT-04-01009 on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), Friday, January 23, 2004.

IMPORTANT: Depending on the mode of delivery, Offerors' responses should be addressed as follows:

U.S. Postal Service

U.S. Patent and Trademark Office
Attn: Chris Hannah
Office of Procurement
Box 6
Washington, DC 20231

Handcarried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office
Attn: Chris Hannah
Office of Procurement
2011 Crystal Drive, Suite 810
Arlington, VA 22202

When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

L.6 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to chris.hannah@uspto.gov. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>. The identity of the author and associated company name that submitted the question will not be published. Questions regarding the RFP that will be addressed at the Pre-Proposal Conference referenced in L.12 are due by 2:00 p.m. E.S.T. January 5, 2004. Any additional questions regarding the RFP are due by 2:00 p.m. E.S.T. January 12, 2004. Receipt of late questions will **not** result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

The USPTO requires the e-mail address of each company submitting a proposal in response to this RFP. Correspondence concerning this RFP may be conducted by e-mail. The e-mail address may be placed in any cover letter that accompanies the proposal.

OFFERORS ARE SPECIFICALLY INSTRUCTED TO CONTACT ONLY THE PERSON IN BLOCK 10 OF THE SF33 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

L.7 INCUMBENT CONTRACTOR

This requirement is currently being performed under USPTO Contract 50-PAPT-8-00020. The current contractor is as follows:

Vistronix, Inc.
1970 Chain Bridge Road
12Th Floor
McLean, VA 22102

L.8 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

L.9 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS

Offerors who wish to respond to the USPTO's needs as outlined in this RFP shall submit all documents as defined in Sections L.4 and L.5. Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K). All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

L.10 PERIOD FOR ACCEPTANCE OF OFFERS

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all services upon which prices are bid.

L.11 PRE-PROPOSAL CONFERENCE AND SITE VISIT

A pre-proposal conference and site visit will be held at the USPTO on January 9, 2004 in Crystal Park 1, 2011 Crystal Drive, Suite 601, Arlington VA, 22202. Each prospective offeror may send no more than two people. Any questions that prospective offerors would like addressed at the pre-proposal conference must be submitted no later than 2:00 p.m. EST on January 5, 2004 to Chris Hannah via email at chris.hannah@uspto.gov. Questions received after 2:00 p.m. EST on January 5, 2004 will be handled in accordance with Section L.6. All prospective offerors interested in attending the Pre-Proposal Conference and Site Visit must register no later than January 6, 2004 by contacting Chris Hannah at (703) 305-8563 or via email at chris.hannah@uspto.gov.

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 "BEST VALUE" DETERMINATION AND CONTRACT AWARD

In evaluating proposals submitted, the USPTO will make a best value determination across all eligible proposals. That is, the USPTO will select the proposal that offers the best value to the Government, non-price and price factors considered. In making this selection, the USPTO is more interested in obtaining superior non-price capabilities and innovative approaches than in making an award at the lowest price. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior non-price capabilities. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior non-price capabilities. As proposals become more equal in their non-price capabilities, the evaluated price increases in relative importance.

M.2 BASIS OF CONTRACT AWARD

Award of the contract will be made to the responsive, responsible offeror whose proposal, including all options, contains the combination of non-price and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the USPTO evaluated value of each offeror's non-price and price factors. The USPTO shall determine what tradeoff among non-price and price factors promises the greatest value to the USPTO.

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- * Proposal is responsive to the requirements in the solicitation and demonstrates the Offeror's capability to perform the requirements in Section C
- * Determined to be responsible according to the standards of FAR Subpart 9.1
- * Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation

M.3 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In accordance with the Patent and Trademark Office Acquisition Guidelines (PTAG), the Government will limit the competitive range to the three (3) highest evaluated offerors. Also, in accordance with the PTAG, the USPTO Contracting Officer may conduct discussions with only the highest ranked offeror based on the evaluation factors set forth in the solicitation. If the USPTO Contracting Officer is unable

to reach agreement with this offeror, discussions will be initiated with the next highest-ranked firm. This process will continue until those firms remaining in the competitive range have been considered. If agreement cannot be reached, discussions may be re-opened with all firms in the competitive range or the solicitation may be canceled.

M.4 EVALUATION FACTORS

The USPTO will evaluate each offeror based on its responses to the evaluation factors and sub-factors provided below:

- (1) EXPERIENCE
- (2) PAST PERFORMANCE
- (3) MANAGEMENT PLAN/STAFFING PLAN
- (4) TECHNICAL UNDERSTANDING AND APPROACH
 - (a) Technical Approach
 - (b) Performance Work Statement
 - (c) Quality Assurance Plan
- (5) TEAMING WITH A JAVITS-WAGNER-ODAY (JWOD) ACT ELIGIBLE NON-PROFIT AGENCY
- (6) PRICE

M.5 WEIGHTING OF EVALUATION FACTORS

Factors 1 through 5 below are of equal value. The sub-factors under factor 4 are also of equal value. In addition, factor 6 will not be scored but will be considered in the “best value determination” described in M.1 above.

- (1) EXPERIENCE
- (2) PAST PERFORMANCE
- (3) MANAGEMENT PLAN/STAFFING PLAN
- (4) TECHNICAL UNDERSTANDING AND APPROACH
 - (d) Technical Approach
 - (e) Performance Work Statement
 - (f) Quality Assurance Plan
- (5) TEAMING WITH A JAVITS-WAGNER-ODAY (JWOD) ACT ELIGIBLE NON-PROFIT AGENCY
- (6) PRICE

M.6 SINGLE AWARD

Multiple awards or awards by line item will not be made.

M.7 UNBALANCED OFFERORS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.